

APPENDIX TO ARTICLE IX AND SCHEDULE 9.3

**OHIO EXISTING UNE-P AND NEW UNE COMBINATIONS AMENDMENT
TO THE
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

WHEREAS, the Public Utilities Commission of Ohio ("PUCO") issued the Opinion and Order on October 4, 2001, as supplemented by the Entry on Rehearing issued on January 31, 2002, and an Entry on July 11, 2002, (together, the "Order") in Case Numbers 96-922-TP-UNC and 00-1368-TP-ATA, setting forth in certain Ohio-specific requirements regarding wholesale subject matters that are also covered in the Agreement, including tariffing requirements ("Non-Voluntary Terms");

WHEREAS, SBC Ohio is willing through this Amendment to incorporate the Non-Voluntary Terms notwithstanding the fact that it is SBC Ohio's position that some of those requirements do not arise under Sections 251 or 252 of the Telecommunications Act of 1996;

WHEREAS, the Public Utilities Commission of Ohio (the "Commission") in various Entries in Case Number 00-942-TP-COI has directed SBC Ohio to file a proposed interconnection agreement amendment(s) that contains the terms and conditions relating to SBC Ohio's provisioning of existing UNE-P and new unbundled network elements combinations, including the PUCO's Entry dated March 13, 2003;

WHEREAS, based on the foregoing and except as otherwise expressly noted, the Parties are entering into this Amendment to incorporate into the Agreement the Non-Voluntary Terms only as and to the extent imposed by the Order.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree that on and after the Amendment Effective Date, as defined in Section 5 of this Amendment, the Agreement is hereby amended by referencing and incorporating the following:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 Subject to Section 7, to the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreement), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

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- 1.2.1 Subject to Section 7, to the extent there is a conflict or inconsistency between the provisions in the main text of this Amendment and the provisions contained in Attachment A to this Amendment, if applicable, the provisions of the main text of Amendment shall control and apply but only to the extent of such conflict or inconsistency.
- 1.3 The term "UNE-P" refers to "unbundled network element platform" as described in the Order.
- 1.4 Except upon request of CLEC, SBC Ohio shall not separate CLEC-requested UNEs that are currently combined and that are ordered in combination by the CLEC. (47 CFR § 51.315(b).
- 1.5 This Amendment sets forth the terms and conditions which govern the combining activities involving unbundled network elements (UNEs) to be performed by SBC Ohio. CLEC's shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC Ohio's network.
- 1.6 The terms and conditions contained in this Amendment, and where applicable Attachment A, shall supersede any conflicting terms and conditions contained within the CLEC's Interconnection Agreement (including any appendices) pertaining to UNE combinations, and where applicable unbundled shared transport. The CLEC's underlying contract must contain all the necessary UNEs to make any combination involving UNEs; there are no UNEs offered or otherwise provided for in this Amendment, except to the extent provided in Section 2.0 below. Unless and until an amendment providing for any UNE not included in the Agreement is reached, a combination including any such UNE cannot be ordered or implemented. This Appendix does not create, imply, or otherwise form the basis of any SBC Ohio obligation to unbundle any network element or to engage in any negotiations under 47 U.S.C. §§ 251, 252 or otherwise.
- 1.7 Other than as set forth in this Amendment, or as contained in the Agreement and which is not superseded per Section 1.6 of this Amendment, and to the extent required by Applicable Law, including relevant, lawful FCC and PUCO rules and Orders, and any relevant judicial decisions, SBC Ohio has no obligation to combine UNEs, or to combine a UNE with a network element possessed by CLEC.
- 1.8 Consistent with Applicable Law, UNEs may not be connected to or combined with SBC Ohio access services or other SBC Ohio service offerings with the exception of Collocation services and cross-connect services for the purpose of interconnection or access to UNEs where available. CLEC shall not combine or use UNEs in a manner that will impair the ability of other Telecommunications

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Carriers to obtain access to Unbundled Network Elements or to Interconnect with SBC Ohio's network.

- 1.9 This Amendment is provided as a means by which the CLEC, which has an interconnection agreement with SBC Ohio under Sections 251 and 252 of the Telecommunications Act of 1996, can obtain the rights and obligations under the Order's Non-Voluntary Terms. Nothing in this Amendment expands, contracts, or otherwise affects either Party's rights or obligations under the Agreement beyond the express provisions of this Amendment.

2. SHARED TRANSPORT

- 2.1 If applicable and agreed to by CLEC, Attachment A - "Unbundled Local Switching - Unbundled Shared Transport" is incorporated herein and made a part of this Amendment. The "Shared Transport" UNE defined and added by Attachment A and the provisions added thereby shall replace the shared transport provisions in the Agreement and shall apply with respect to this Amendment and the provisions added hereby.
- 2.2 Upon request by CLEC on a per "Unbundled Local Switching with Shared Transport" (ULS-ST) port basis (*see* Attachment A to this Amendment, which is incorporated herein, if applicable per Section 2.1 above), SBC Ohio will include with the ULS-ST a capability for the transmission of intraLATA toll calls originating from the purchasing CLEC's retail end-user customers who are being provided local exchange service using ULS-ST without the need to route such traffic through an interexchange carrier. This intraLATA toll capability is only available when the CLEC purchasing ULS-ST is also the pre-subscribed intraLATA toll carrier for the retail end-user customer being served by the ULS-ST. The capability will be provided from the SBC Ohio originating end-office where the ULS is being provided for such CLEC end-user customer.
- 2.2.1 This capability is limited to transmitting such intraLATA toll calls on SBC Ohio's existing network using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by SBC Ohio's retail end-user customers. To the extent that Ameritech Ohio is able to use CLEC's Carrier Identification Code (CIC) as a routing code to provision this intraLATA toll capability and upon written notice by SBC Ohio, and subject to agreement of the parties or Commission Order, CLEC's CIC shall thereafter be used for such purpose on any requests subsequently submitted and SBC Ohio and CLEC shall coordinate the substitution of CLEC's CIC for use with ULS-ST with this intraLATA toll capability.
- 2.2.2 The CLEC is solely responsible for any intercompany compensation applicable to terminating such intraLATA calls, including such charges that are payable to the Company (beginning at the trunk-side of the SBC

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Ohio terminating end office, if any) and/or third party carriers for the termination of intraLATA toll calls to their respective end users.

2.2.3 Sections 2.2 through 2.2.3, inclusive, in this Amendment are Non-Voluntary Terms and are referred to as the "IntraLATA Provisions."

3. CURRENTLY EXISTING COMBINATIONS

- 3.1 A "currently existing combination" includes the situation when CLEC orders all of the SBC Ohio UNEs required either to migrate an SBC Ohio end-user customer, another telecommunications carrier's pre-existing Unbundled Network Elements Platform (UNE-P) end-user customer, or CLEC's or another telecommunications carrier's resale end-user customer to a pre-existing combination.
- 3.2 A "currently existing combination" means a combination of UNEs that is currently in existence or requires no more effort than entering commands at a terminal (e.g., dial tone activation or cross connect activation). No physical work is required by SBC Ohio at an SBC Ohio premises, an outside plant location, or a customer premises, in order to establish physical connections between a currently existing combination of UNEs.
- 3.3 For each and every provision of a currently existing combination of UNEs to provide to CLEC a UNE-P with an unbundled loop and the associated unbundled local switching with shared transport (ULS-ST) combination specifically set forth below in this Section 3.3, as and to the extent specified in the Order, SBC shall charge CLEC a single non-recurring charge (NRC) of \$0.74, per combination in accordance with the Order or subsequent Commission orders:
- 2-Wire Basic Analog Loop with Basic Line Port
 - 2-Wire P.B.X. Ground Start Analog Loop with Ground Start Port
 - 2-Wire Basic Analog Loop with CENTREX Basic Line Port
 - 2-Wire Electronic Key Line Analog Loop with CENTREX EKL Line Port
 - 2-Wire 160 kbps (ISDN-BRI) Digital Loop with ISDN Direct Line Port
 - 2-Wire 160 kbps (ISDN-BRI) Digital Loop with CENTREX ISDN Line Port
- 3.3.1 The NRC in Section 3.3 applies in lieu of NRCs for:
- Loop order
 - Port order
 - Loop connection

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■ Port connection

- 3.3.1.1 ¹In SBC Ohio upon suspension of service over a UNE-P combination, if SBC Ohio does not have the ability to use the UNE-P combination (as a whole or in part) to serve its own customers or lease to other CLECs during the suspension period and it receives payment of the recurring charge for such UNE-P combination from CLEC, then the UNE-P combination is still leased to CLEC. In this situation, a service restoral order would represent a Service Order - Add/Change to an existing ULS port (as part of the existing UNE-P), and SBC Ohio is entitled to receive the PUCO-approved \$16.10 charge associated with that function.
- 3.3.1.2 ^{1*}In SBC Ohio only, upon suspension of service over a UNE-P combination, if SBC Ohio has the ability to use that UNE-P combination (as a whole or in part) either to serve a customer of its own, or to lease to other CLECs during the suspension period, and it does not receive payment of the recurring charges for such UNE-P combination from CLEC, then the UNE-P combination does not belong to CLEC any more and is available for use by SBC Ohio or any other LEC. In such a situation, a service restoral order would represent a service order for a UNE-P combination. If SBC Ohio has not actually separated the UNEs comprising that UNE-P combination, the restoral order shall be treated similar to a new migration, and the PUCO-approved \$0.74 nonrecurring charge will apply. However, if SBC Ohio has actually separated the UNEs comprising that UNE-P combination for its own use or other CLECs' use the restoral order shall be treated as an order for a new UNE-P combination, and the appropriate nonrecurring charge (NRC) for such UNE-P combination shall apply (i.e., the PUCO-adopted interim nonrecurring charge of \$33.88 will apply if the restoral order is for a residential UNE-P combination, or the parties are free to negotiate an interim rate if it is a non-residential UNE-P combination).

¹ Sections 3.3.1.1 and 3.3.1.2 indicates terms included pursuant to the PUCO's March 13, 2003 Entry, and shall be considered to have been arbitrated.

* As used herein, (i) "suspension of service" is the discontinuance of dial tone to a CLEC End User who is being served by CLEC via UNE-P purchased from SBC Ohio while leaving the UNE-P combination in place; and (ii) "service restoral" is a request from CLEC to reinstate service using that same UNE-P by activating dial tone to that same UNE combination.

- 3.4 For each request for a currently existing combination to provide to CLEC a UNE-P that does not fall within those unbundled loop/local switching port/shared transport combinations specified in Section 3.3, the non-recurring installation and service order charges for the requested ULS-ST port type will apply, and the appropriate service order charges for the particular unbundled loop requested will apply.
- 3.5 The NRC in Section 3.3 in this Amendment includes Non-Voluntary Terms and are referred to as the "Rate Provisions."

4. **NEW UNE COMBINATIONS**

- 4.1 Subject to the provisions hereof and upon CLEC request, SBC Ohio shall meet its combining obligations involving UNEs as provided in and to the extent required by Applicable Law.
- 4.2 In accordance with and subject to the provisions of this Section 4, including Section 4.3, the new UNE combinations set forth in the Schedule - UNE Combinations (Ohio) attached and incorporated into this Amendment shall be made available to CLEC as specified in the Schedule for Ohio and this Section 4.
- 4.2.1 The following combinations shall not be considered a "new UNE combination" under this Section: i) a "currently existing combination" as defined in Section 3.2., ii) the conversion of an existing qualifying special access service to a combination of unbundled loop and transport upon terms and conditions consistent with the FCC's Supplemental Order Clarification, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000).
- 4.3 The parties acknowledge that it is SBC Ohio's position, as provided in this Section 4.3, inclusive, that the United States Supreme Court in *Verizon Comm. Inc.* held that the duties in FCC Rules 51.315(c) and (d) are subject to restrictions limiting SBC Ohio's obligation to combine UNEs. For example, it is SBC Ohio's position that, without limitation, there is no obligation when the CLEC is able to make the combinations itself; and that the new UNE combinations provided in this Amendment may exceed its existing obligations as defined in *Verizon Comm. Inc.* As of the Effective Date, there has been no further ruling or other guidance provided by the FCC upon remand of *Verizon Comm. Inc.* In light of that uncertainty, and subject to the following provisions in this Section 4.3, inclusive, and the reservation of rights in Sections 7.2 and 7.3, SBC Ohio is willing to perform the actions necessary to complete the actual physical combination for those new UNE combinations set forth in the Schedule - UNE Combinations to this Amendment, subject to the following:

4.3.1 THIS SECTION LEFT BLANK INTENTIONALLY

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- 4.3.2 If SBC Ohio either intends to deny or denies a request to perform the functions necessary to combine UNEs or to perform the functions necessary to combine UNEs with elements possessed by CLEC, (as well as requests where the CLEC wants SBC Ohio to complete the actual combination), SBC Ohio shall provide written notice to CLEC of such denial or of SBC Ohio's intent to deny such request, and in either event, the basis thereof. Such a notice can be given at any time, and from time to time, and for any reason supported by Applicable Law, including the limitations set forth in *Verizon Comm. Inc.* Upon such notice by SBC Ohio, the parties shall engage in good faith negotiations to amend the Agreement to set forth and delineate those functions or other actions that go beyond the ILEC obligation to perform the functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, and to eliminate any SBC Ohio obligation to perform such functions or other actions. If those negotiations do not reach a mutually agreed-to amendment within sixty (60) days after the date of any such notice, the remaining disputes between the parties regarding those functions and other actions that go beyond those functions necessary to combine UNEs and combine UNEs with elements possessed by a requesting telecommunications carrier, shall be resolved pursuant to the dispute resolution process provided for in this Agreement. If such dispute cannot be resolved to the mutual satisfaction of the parties, SBC Ohio shall initiate a proceeding before the PUCO for a determination whether such denial meets one or more applicable standards for denial, including without limitation those under the FCC rules and orders, *Verizon Comm. Inc.*, and the Agreement, including Section 4 of this Amendment. CLEC reserves its rights to initiate a proceeding before the Commission if such dispute is not resolved between the parties.
- 4.4 For a new UNE combination in a Schedule - UNE Combinations, CLEC shall issue appropriate service requests. These requests will be processed by SBC Ohio, and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Except that an interim nonrecurring charge, subject to true-up, for providing a new UNE-P combination for residential local exchange service shall be \$33.88, pursuant to the Order or as modified on Rehearing or Appeal. Section 2.3.3.4 in this Amendment is a Non-Voluntary Term and is referred to as a "Rate Provision."
- 4.5 CLEC requests for a new UNE combination that is not listed in Schedule - UNE Combinations (Ohio), or for a combination of UNE(s) with elements possessed by CLEC, and subject to the terms of this Section, including Section 4.3, 7.2 and 7.3, inclusive, shall be made by CLEC in accordance with either the bona fide requestor special request process applicable under the Agreement (generically

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Quote will include a price quote, a firm delivery date, and any necessary terms and conditions.

- 4.6.5 For each complete BFR-OC rejected by SBC Ohio, it will provide the factors upon which the rejection decision was based. If the BFR-OC is rejected because it was a for a combination not ordinarily combined, the CLEC may, at its option, resubmit the request as a standard BFR, according to the provisions of the Agreement.
- 4.6.6 SBC Ohio will waive its standard fees associated with the costs for the development of its Preliminary Analysis and Final Quote in the case of a BFR-OC.
- 4.6.7 None of the time periods shall begin to run until a complete BFR-OC application required by SBC Ohio is received.
- 4.7 If CLEC requests new UNE combinations that are not "ordinarily combined" by SBC Ohio, such request shall be made by CLEC in accordance with the bona fide request or special request process applicable under the Agreement (generically referred to as "BFR"). In any such BFR, CLEC must designate among other things the UNE(s) sought to be combined and the needed location(s), the order in which the UNEs and any CLEC elements are to be connected, and how each connection (e.g., cross-connected) is to be made between an SBC Ohio UNE and the network element(s) possessed by CLEC.
 - 4.7.1 In addition to any other applicable charges, and to the extent not already provided for in the BFR in the Agreement, CLEC shall be charged a reasonable cost-based fee for any combining work that is required to be done by SBC Ohio under Section 4. Such cost-based fee shall be calculated using the Time and Material charges as reflected in State-specific pricing. SBC Ohio's preliminary substantive response to the BFR shall include an estimate of such fee for the specified combining. With respect to a BFR in which CLEC requests SBC Ohio to perform work not required by Section 4, CLEC shall be charged a market-based rate for any such work.
- 4.8 Without affecting the other provisions hereof, and consistent with Applicable Law, the UNE combining obligations referenced in this Section 4, and subject to the provisions of this Section 4, including Section 4.3, inclusive, apply only in situations where each of the following is met:
 - 4.8.1 it is technically feasible, including that network reliability and security would not be impaired; and
 - 4.8.2 it would not impair the ability of other Telecommunications Carriers to obtain access to UNEs or to Interconnect with SBC Ohio's network.

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referred to as "BFR") or the Bona Fide Request for Ordinarily Combined Combinations (BFR-OC) process as set forth below Section 4.6, whichever is applicable. Any BFR or BFR-OC for such a new UNE combination is subject to the provisions of the Agreement, except to the extent modified by any requirements, criteria and conditions provided for in this Amendment. The recurring and non-recurring charges applicable to other new combinations involving UNEs requested by the CLEC, via either the BFR or the BFR-OC process as specified in this Section, will be assessed based on the resulting combination as defined in the BFR or the BFR-OC Final Quote.

- 4.6 A Bona Fide Request Process for Ordinarily Combined Combinations (BFR-OC) is CLEC's written request to SBC Ohio to provide an ordinarily combined combination of unbundled network elements not specifically identified on the Schedule - UNE Combinations. The BFR-OC Process may only be used for those new UNE combinations that are "ordinarily combined" by SBC Ohio. A new UNE combination will be considered "ordinarily combined" unless (1) SBC Ohio does not provide services using such a combination of unbundled network elements, (2) where SBC Ohio does provide services using such combinations, such provisioning is extraordinary (i.e., a limited UNE combination created in order to provide service to a customer under a unique and generally nonrecurring set of circumstances), or (3) the UNE combination contains a network element, feature, or functionality that SBC Ohio is not required to provide as, or in conjunction with, an Unbundled Network Element pursuant to the FCC and PUCO requirements.
- 4.6.1 When CLEC submits a BFR-OC it shall provide a technical description of each requested feature, capability, functionality and/or unbundled network element requested, including specification of what UNEs the CLEC requests SBC Ohio to combine.
- 4.6.2 For all requests submitted via the BFR-OC process, SBC Ohio will notify CLEC within 10 calendar days of receipt of the complete BFR-OC whether SBC Ohio will accept or reject the BFR-OC.
- 4.6.3 For each complete BFR-OC accepted by SBC Ohio, it will provide the requesting CLEC within 30 calendar days of receipt of the complete BFR-OC a preliminary analysis (i.e., a high level estimate of the rate for the requested UNE combination), together with general terms and conditions that may apply to the offering.
- 4.6.4 If the CLEC notifies SBC Ohio in writing within 30 calendar days of receipt of SBC Ohio's preliminary analysis that the CLEC wants the SBC Ohio to proceed with development of the "ordinarily combined" UNE combination, SBC Ohio will provide CLEC a Final Quote within 60 calendar days of receipt of the written notification to proceed. The Final

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- 4.9 The UNE combination known as an "enhanced extended loop" or "EEL" (a combination of a UNE loop and UNE dedicated transport, with appropriate Cross-Connects, and when needed, multiplexing) shall only be provided to CLEC to the extent that the EEL is used to provide a significant amount of local exchange service to a particular End User customer (this limitation is the same as the requirements set forth in the FCC's Supplemental Order Clarification in CC Docket No. 96-98, FCC 00-183 (rel. June 2, 2000));
- 4.10 SBC Ohio need not provide combinations involving network elements that do not constitute required UNEs, or where UNEs are not requested for permissible purposes.

5. **AMENDMENT EFFECTIVE DATE AND TERM**

- 5.1 CLEC may accept this entire Amendment by requesting in writing to SBC Account Manager. Based on PUCO practice, this Amendment shall be filed within ten calendar days of full execution. The "Amendment Effective Date" shall be the date of filing. The Amendment will be deemed approved by operation of law on the 31st day after filing (unless otherwise directed by PUCO).
- 5.2 This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement; provided, however, this Amendment, in whole or in part, may terminate or expire earlier pursuant to other provisions of this Amendment, including Section 6. Nothing in this Amendment shall be deemed to extend the term of the Agreement.
- 5.3 This Amendment contains a group of legitimately related provisions and, as such, cannot be modified by incorporating, via Section 252(i) of the Act or otherwise, provisions from other interconnection agreements into this Amendment

6. **APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS**

- 6.1 The Parties acknowledge and agree that this Amendment is the result of the PUCO Order. SBC Ohio is not admitting that the IntraLATA Provisions are a result of any Section 251 or 252 obligation or any requirement arising in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141, nor is it waiving its rights to take any position with respect to the application of the Section 251/252 process to the IntraLATA Provisions or to any obligation arising with respect to the Order, or *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141. The Parties further acknowledge that it is SBC Ohio's position that because the Non-Voluntary Terms are being incorporated herein solely due to the Order, the Non-Voluntary Terms and legitimately related terms do not qualify for portability under Paragraph 43 of the SBC/Ameritech Merger Conditions, approved by the FCC's Memorandum Opinion and Order, CC Docket 98-141 (rel. October 8,

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1999), or any other applicable MFN Merger Conditions and are not available in any state other than the State of Ohio. The parties further acknowledge that it is SBC Ohio's position that this Amendment was therefore agreed upon outside of the negotiation procedures of 47 U.S.C. § 252(a)(1). (See SBC/Ameritech Order in CC Docket No. 98-141, FCC 99-279 at Condition 43, and Note 725). The parties further acknowledge that it is SBC Ohio's position that the entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase is understood under Section 252(f) of Title 47, United States Code.

RESERVATIONS OF RIGHTS

7.1 THIS SECTION LEFT BLANK INTENTIONALLY

7.2 With this Amendment, neither Party waives and each party to this Amendment, expressly reserves, all of its rights, remedies, and arguments with respect to changes to or interpretations of the FCC's existing regulations, and as to any other regulatory, legislative or judicial action(s) which relate to the matters addressed in this Amendment, including, but not limited to, any legal or equitable rights of review and remedies (including agency reconsideration and court review). Accordingly, each party reserves the right to withdraw, revise or otherwise modify its agreement to this Amendment consistent with changes to or interpretations of the FCC's existing regulations and/or any other relevant regulatory, judicial or legislative action.

7.3 This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to the PUCO's Order or any issue or subject addressed or implicated therein, or from raising and pursuing its rights and abilities with respect to the Order or any issue or subject addressed or implicated therein, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing.

7.4 Sections 7.1, 7.2 and 7.3 are cumulative, and apply in accordance with their terms regardless of any change of law provision or any other provision in the Agreement or this Amendment.

8. MISCELLANEOUS

8.1 The Agreement, as amended hereby, shall remain in full force and effect until terminated pursuant to its terms. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

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- 8.2 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.
- 8.3 This Amendment constitutes the entire Amendment between the parties and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party have caused this Amendment to be executed by its duly authorized representatives.

CLEC

**The Ohio Bell Telephone Company d/b/a
SBC Ohio
by SBC Telecommunications, Inc., its
authorized agent**

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____